

WILDE & ASSOCIATES

Electronically Filed on _____

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U.S. Bank, N.A., it's Successors and/or Assigns
09-71886 / 7810236298

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA**

In Re:

BK-S-08-19261-bam

Alberto Ayala and Maria D. Ayala

Date: 4/21/09
Time: 1:30pm

Chapter 13

Debtor(s).

MOTION FOR RELIEF FROM AUTOMATIC STAY

U.S. Bank, N.A., it's Successors and/or Assigns, Secured Creditor herein, ("Secured Creditor" or "Movant" hereinafter), alleges as follows:

1. That on or about August 18, 2008, the above named Debtors filed their current Chapter 13 Petition in Bankruptcy with the Court.

2. Secured Creditor is the current payee of a promissory note dated in the principal sum of \$131,435.00 ("Promissory Note" herein), secured by a Real Property Trust Deed of same date ("Trust Deed" herein) upon property generally described as 4111 Bewitched Court, Las Vegas, NV 89115, and legally described as follows:

Lot Seventeen (17) in Block One (1) of LINCOIM VISTA HOME SITES, as shown by map thereof on file in Book 76 of Plats, page 55, in the Office of the County Recorder of Clark County, Nevada.

Reserving therefrom and granting thereto an easement for ingress/egress, use and enjoyment over that portion of said Lot delineated as "Private Drive" and "P.U.E." as shown on map of said subdivision.

("subject property" herein).

3. Secured Creditor is informed and believes, and, based upon such information and belief, alleges that title to the subject property is currently vested in the name of Debtor and that the Debtor is in default of the loan obligations.

4. With respect to secured Creditor's trust deed the following is due and owing:

Unpaid Principal Balance	\$121,240.89
3 Monthly Payments at \$1,084.15 (January 1, 2009 – March 1, 2009)	\$3,254.45
3 Late Charges at \$ 43.37 each (January 16, 2009- March 1, 2009)	\$ 130.11
Motion Filing Fee	\$150.00
Attorneys Fees	<u>\$750.00</u>
Total Arrearages	\$4,284.56

Furthermore, a payment becomes due on April 1, 2009 and on the first (1st) day of every month thereafter, and a late charge becomes due on any payment not paid within fifteen (15) days from the date the monthly payment is due.

5. Movant is informed and believes and therefore alleges that the Debtor and bankruptcy estate have insufficient equity in the property. The fair market value of the property pursuant to Debtor's Schedule "A" is \$135,000.00, less ten percent (10%) cost of marketing, less the first secured lien resulting

1 in insufficient equity. Therefore, secured creditor is not adequately protected. A true and correct copy of
2 the Debtor's Schedule "A" is attached hereto as Exhibit "A".

3 6. Secured Creditor has elected to initiate foreclosure proceedings on the Property with
4 respect to the subject Trust Deed; however Secured Creditor is precluded from proceeding to publish
5 the necessary notices and commence said foreclosure action during the pendency of this Bankruptcy.

6 7. Secured Creditor has incurred to date attorney's fees of approximately \$750.00.

7 8. Secured Creditor urges that this Court issue an Order herein permitting this Secured
8 Creditor to proceed to a Foreclosure Sale of the Property, including necessary action to obtain
9 possession of the Property.

10 9. Secured Creditor's Information Sheet as to the extent of liens and encumbrances against
11 the subject property is attached hereto as Exhibit "B" and incorporated herein by reference. Secured
12 Creditor will seek leave of Court to specify any further encumbrances against the subject property at
13 the time of hearing.

14 10. Rick A. Yarnall has been appointed by this Court the Chapter 13 Trustee in this instant
15 Bankruptcy proceeding. By virtue of the position as Trustee of the estate of Debtor herein, Debtor
16 holds title to the subject property in that capacity. To the extent the relief sought herein is granted,
17 Respondent, Rick A. Yarnall, Trustee, is bound by such judgment.

18 11. This Court has jurisdiction of this action pursuant to the provisions of 11 U.S.C. Section
19 362(d).

20 12. Secured Creditor asserts that a foreclosure proceeding has not been initiated concerning
21 the subject property. As a result, Secured Creditor asks the Court to waive the requirement of notifying
22 other lienholders as detailed in Local Rule 4001 (a)(1). Such lienholders will be notified of a
23 foreclosure proceeding if and when one is initiated.

24 WHEREFORE, Secured Creditor prays judgment as follows:

25 (1) For an order granting relief from the Automatic Stay, and permitting this Secured
26 Creditor to move ahead with foreclosure proceedings under this Secured Creditor's Trust Deed and to

1 sell the subject property at a Foreclosure Sale under the items of said Trust Deed, including necessary
2 action to obtain possession of the Property.

3 (2) For a finding that Rule 4001(a)(3) of the Rules of Federal Bankruptcy Procedure is not
4 applicable and Secured Creditor may immediately enforce and implement the order for relief from the
5 automatic stay.

6 (3) In the alternative, an Order requiring the Debtor to reinstate and maintain all obligations
7 due under all of the trust deeds encumbering the subject property and further allowing Secured Creditor
8 with the remedies to proceed with foreclosure should the Debtor not maintain payments.

9 (4) For attorneys' fees and costs of suit incurred herein.

10 (5) For such other and further relief as this Court deems appropriate.

11 DATED 3/26/09.

12 **WILDE & ASSOCIATES**

13 By /S/GREGORY L. WILDE

14 **GREGORY L. WILDE, ESQ.**

15 Attorney for Secured Creditor

16 208 South Jones Boulevard

17 Las Vegas, Nevada 89107

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(6)

[Space Above This Line For Recording Data]

FOIA CASE NO.
332-3935205-706

("Borrower").

["Trustee"].

ONE HUNDRED THIRTY ONE THOUSAND FOUR HUNDRED THIRTY FIVE AND 00/100*****
Dollars (U.S. \$ 131,435.00). This debt is evidenced by Borrower's note dated the same date as this
Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable
on SEPTEMBER 1, 2032. This Security Instrument secures to Lender: (a) the repayment of the
debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all
other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the
performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose,
Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in
CLARK County, Nevada:
SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS
EXHIBIT "A".

[City]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record; Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest and Late Charge.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. **Monthly Payment of Taxes, Insurance, and Other Charges.** Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. § 2601 *et seq.* and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. **Application of Payments.** All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

FIRST, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

SECOND, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

THIRD, to interest due under the Note;

FOURTH, to amortization of the principal of the Note; and

FIFTH, to late charges due under the Note.

4. **Fire, Flood and Other Hazard Insurance.** Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. **Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless the Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which

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14. **Governing Law; Severability.** This Security Instrument shall be governed by federal law or the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

15. **Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

16. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. **Assignment of Rents.** Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 17.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

18. **Foreclosure Procedure.** If Lender requires immediate payment in full under paragraph 9, Lender may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold, and shall cause such notice to be recorded in each county in which any part of the Property is located. Lender shall mail copies of the notice as prescribed by applicable law to Borrower and to the persons prescribed by applicable law. Trustee shall give public notice of sale to the persons and in the manner prescribed by applicable law. After the time required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 et seq.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentences shall deprive the Secretary of any rights otherwise available to a Lender under this paragraph 18 or applicable law.

19. **Reconveyance.** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debts secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs.

20. **Substitute Trustee.** Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

21. **Assumption Fee.** If there is an assumption of this loan, Lender may charge an assumption fee of U.S.

\$

22. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were in a part of this Security Instrument. (Check applicable box(es)).

- ☐ Condominium Rider ☐ Graduated Payment Rider ☐ Growing Equity Rider
☐ Planned Unit Development Rider ☐ Other (Specify)

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in pages 1 through 5 of this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Maria D. Ayala (Seal) Alberto Ayala (Seal)
 MARIA D. AYALA -Borrower ALBERTO AYALA -Borrower
 _____ (Seal) _____ (Seal)
 _____ -Borrower _____ -Borrower
 _____ (Seal) _____ (Seal)
 _____ -Borrower _____ -Borrower
 Witness: _____ Witness: _____

STATE OF NEVADA, CLARK County ss:

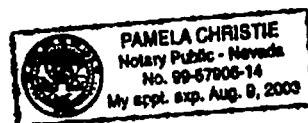
On this 1st day of August 2008, MARIA D. AYALA, ALBERTO AYALA personally appeared before me, the undersigned, a notary public in and for the County and State aforesaid,

known to me to be the person described in and who executed the within and foregoing instrument, and who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said county of Nye, the day and year in this Certificate first above written.

My Commission expires: 8/9/08

Pamela Christie
 Notary Public



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00595

ORDER NO.: 02061200

EXHIBIT A

(LEGAL)

Lot Seventeen (17) in Block One (1) of LINCOLN VISTA HOME SITES, as shown by map thereof on file in Book 76 of Plats, page 55, in the Office of the County Recorder of Clark County, Nevada.

Reserving therefrom and granting thereto an easement for ingress/egress, use and enjoyment over that portion of said Lot delineated as "Private Drive" and "P.U.E." as shown on map of said subdivision.

CLARK COUNTY, NEVADA
JUDITH H. GRODEVER, RECORDER
RECORDED AT REQUEST OF: LAWYERS TITLE OF NEVADA
08-08-2222 09:00 ARO PAGE COUNT: 6
OFFICIAL RECORDS
BOOK/INSTR: 20020808-00595 FEE: 19.00
ATTY: .20

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17
ASSESSORS PARCEL #: 140-19-713-017

WHEN RECORDED, MAIL TO:
INTERNATIONAL HOME CAPITAL
CORP.
P.O. BOX 451
KILA, MONTANA 59920

INSTRUMENT PREPARED BY:
MAIL TAX STATEMENTS TO: U.S.
BANK N.A., P.O. BOX 20005,
OWENSBORO, KY 42304-0005

Order No. 02061200
Escrow No. 02061200
Loan No. 20622273

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Corporation Assignment of Deed of Trust

FOR VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to
U.S. BANK N.A., a national corporation under the laws of United States
SUCCESSORS AND/OR ASSIGNS, 4801 FEDERICA STREET, OWENSBORO, KY 42301
all beneficial interest under that certain Deed of Trust dated AUGUST 1, 2002 executed by
MARIA D. AYALA AND ALBERTO AYALA, WIFE AND HUSBAND

to LAWYERS TITLE OF NEVADA
and recorded as Instrument No. Concurrent on in book
of Official Records in the County Recorder's office of CLARK
NEVADA, describing land therein as:
SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS
EXHIBIT "A".

, Trustor,
, Trustee,
, page
County,

TOGETHER with the note or notes therein described or referred to, the money due and to become due thereon
with interest, and all rights accrued or to accrue under said Deed of Trust.

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STATE OF NEVADA
COUNTY OF CLARK

SS.

On August 1, 2002 before me,
personally appeared

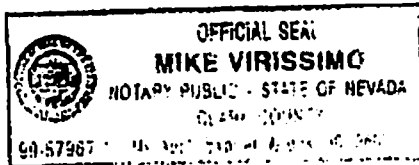
Toni Nicholas

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s), acted, executed the instrument.

WITNESS my hand and official seal.

Signature

Mike Virissimo



(This area for official notarial seal)

INTERNATIONAL HOME CAPITAL
CORP., A NEVADA CORPORATION

Toni Nicholas
TONI NICHOLAS
ASSISTANT CORPORATE SECRETARY

20020808
00596

ORDER NO.: 02061200

EXHIBIT A

(LEGAL)

Lot Seventeen (17) in Block One (1) of LINCOLN VISTA HOME SITES, as shown by map thereof on file in Book 76 of Plats, page 55, in the Office of the County Recorder of Clark County, Nevada.

Reserving therefrom and granting thereto an easement for ingress/egress, use and enjoyment over that portion of said Lot delineated as "Private Drive" and "P.U.E." as shown on map of said subdivision.

CLARK COUNTY, NEVADA
JUDITH A. VANDEVER, RECORDER
RECORDED AT REQUEST OF: LAWYERS TITLE OF NEVADA
06-03-2002 09:00 ARO PAGE COUNT: 3
OFFICIAL RECORDS
BOOK/INSTR: 20020808-00596 FEE: 16.00
RPTT: .00

B6A (Official Form 6A) (12/07)

In re **Alberto Ayala,
Maria D Ayala**

Case No. _____

Debtors

SCHEDULE A - REAL PROPERTY

Except as directed below, list all real property in which the debtor has any legal, equitable, or future interest, including all property owned as a cotenant, community property, or in which the debtor has a life estate. Include any property in which the debtor holds rights and powers exercisable for the debtor's own benefit. If the debtor is married, state whether husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor holds no interest in real property, write "None" under "Description and Location of Property."

Do not include interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

If an entity claims to have a lien or hold a secured interest in any property, state the amount of the secured claim. See Schedule D. If no entity claims to hold a secured interest in the property, write "None" in the column labeled "Amount of Secured Claim." If the debtor is an individual or if a joint petition is filed, state the amount of any exemption claimed in the property only in Schedule C - Property Claimed as Exempt.

Description and Location of Property	Nature of Debtor's Interest in Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption	Amount of Secured Claim
Single Family Home 4111 Bewitched Court Las Vegas, NV 89115	Joint tenant	J	135,000.00	122,223.00

Sub-Total > **135,000.00** (Total of this page)Total > **135,000.00**0 continuation sheets attached to the Schedule of Real Property

(Report also on Summary of Schedules)

**** SECTION 362 INFORMATION SHEET ****

Alberto Ayala and Maria Ayala
DEBTOR(S)

Chapter 13

Case No.: 08-19261-bam

U.S. Bank, N.A., it's Successors and/or Assigns
MOVANT

PROPERTY INVOLVED IN THIS MOTION: 4111 Bewitched Court, Las Vegas NV 89115

NOTICE SERVED ON: Debtor(s) ____x____; Debtor (s) Counsel ____x____; Trustee ____x____

DATE OF SERVICE: _____

MOVING PARTY'S CONTENTIONS:

The EXTENT and PRIORITY of LIENS:

1st U.S. Bank, N.A., it's Successors and/or

Assigns \$121,240.89 (PB)

2nd IRS- UNKNOWN

Total Encumbrances: \$121,240.89

APPRAISAL or OPINION as to VALUE:
or "Per attached Schedule "A" \$135,000.00

**TERMS OF MOVANT'S CONTRACT
WITH THE DEBTOR**

Amount of Note: \$131,435.00

Interest Rate: 7.0

Duration: 30 Year

Payment Per Month: \$ 1,084.15

Date of Default: January 1, 2009

Amount of Arrearages: \$4,284.56

Date of Notice of Default: March 23, 2009

SPECIAL CIRCUMSTANCES: I, Gregory L. Wilde, hereby certify that an attempt has been made to confer with debtor(s) counsel, or with debtor(s) and that more than two (2) business days have expired, and that after sincere effort to do so, counsel has been unable to resolve this matter without court action.

SUBMITTED BY: _____

SIGNATURE: **/S/GREGORY L. WILDE**

DEBTOR'S CONTENTIONS:

The EXTENT and PRIORITY of LIENS:

1st _____

2nd _____

Total Encumbrances: \$ _____

APPRAISAL or OPINION as to VALUE:

**OFFER OF "ADEQUATE
PROTECTION" FOR MOVANT:**

SPECIAL CIRCUMSTANCES:

SUBMITTED BY: _____

SIGNATURE: _____